

## REMARKS

In the Office Action mailed November 29, 2007, the Examiner noted that claims 1-13 were pending and rejected claims 1-13. No claims have been amended, no claims have been canceled, no new claim has been added; and, thus, in view of the foregoing claims 1-13 remain pending for reconsideration which is requested. No new matter is believed to have been added. The Examiner's rejections are respectfully traversed below.

### Examiner Interview

The undersigned respectfully thanks the Examiner for conducting the Interview on February 28, 2008. The following discussion is based on the Interview.

### Rejections under 35 U.S.C. § 103

On page 2-4 of the Office Action, claims 1-13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Carothers et al. (US Patent Publication No. 2002/0069117) (hereinafter "Carothers") in view of Barrons (Non-Patent Literature, Dictionary of Finance and Investment Terms "option").

Carothers describes a peer-to-peer electronic marketplace to conduct transaction therein (see Carothers, Abstract). According to Carothers, the members systems, in the marketplace, communicate directly with each other using mobile agents without having to go through the market administrator (see Carothers, Abstract).

However, claim 1 requires that "a request to purchase the commodity" is sent "to a *second marketplace, of which the purchaser is not a contract member ...* when the desired commodity is not found in the first marketplace or a desired condition for the purchase of the commodity is not met". Carothers does not teach or suggest such a feature because Carothers describes a member system communicating with other member systems *within the marketplace* (see Carothers, paragraph [0059]).

According to Carothers, if the member system desired to purchase meat, the member system would submit a proposal that would be routed to the other member systems within the marketplace (see Carothers, paragraph [0059]). The other member systems would send an offer back to the member system which the member system can accept, reject or negotiate (see Carothers, paragraph [0060]). In contrast, claim 1 requires that "a request to purchase the commodity" is sent "to a second marketplace ... when the desired commodity is not found in the first marketplace". As previously asserted, Carothers does not teach or suggest such a feature

because Carothers describes a transaction between multiple member systems *within* the marketplace without interacting with the market administrator.

Fig. 5 of Carothers describes a marketplace that includes two marketplaces (e.g. meat market and distribution market) where a member system is a member of both markets (see Carothers, paragraph [0106]). Therefore, according to Fig. 5 of Carothers, a member system being a member of both markets may purchase meat from the selling market and have it delivered by the distribution market. Whereas, in claim 1 "sending a request to purchase the commodity to a second marketplace, of which the purchaser is *not* a contract member ... when the desired commodity is not found in the first marketplace or a desired condition for the purchase of the commodity is not met". As such, Carothers fails to disclose or suggest such a feature because Fig. 5 of Carothers is merely concerned with a member system being a *member of both markets* so the member system can purchase a product and have the product delivered, whereas, claim 1 recites "a second marketplace, of which the purchaser is *not* a contract member".

Further, the assertion by the Office Action indicating the Fig. 1, item 11 is a mediation step between users and members 32 and 34 is incorrect. Rather, item 11 of Fig. 1 is a member system that includes a computer system 10, users 22 and clients systems 26 which enable the user 22 to connect to the computer system 10 (Carothers, paragraphs [0051] and [0054]). Further, in order for the user 22 to transact with other member systems 32 and 34, member system software 24 will control the transaction process. Such a description in Carothers fails to disclose "sending a request to purchase the commodity to a second marketplace, of which the purchaser is not a contract member ... when the desired commodity is not found in the first marketplace".

The Office Action, on page 3, acknowledges that Carothers fails to disclose a "credit guarantee" and relies on Barrons to teach or suggest this feature. Particularly, the Office Action, on page 4, asserted that the definition of "option" discloses or suggests a "credit guarantee". The assertion by the Office Action is traversed with an argument. According to Barrons, an "option" is the right to buy or sell property that is granted in exchange for an agreed upon sum. If the right is not exercised after a specified period, the option expires and the option buyer forfeits the money (see Barrons, OPTION). Further, a "call option" is where the buyer pays the seller a fee which is forfeited if the buyer does not exercise the option before the agreed-upon date (see Barrons, OPTION (1)). In both instances, Barrons describes a buyer making an agreement with a seller by paying a fee.

However, in claim 1 "the second marketplace [has] a mediation contract with the first marketplace, [where] the *first marketplace guarantees to the second marketplace* the credit of the purchaser *via the attached credit guarantee*". Barrons does not disclose or suggest a first marketplace *guaranteeing* the credit of a purchaser via the attached credit guarantee since Barrons is merely concerned with a buyer making an agreement with the seller.

Therefore, in light of the above-mentioned reasons, the combination of Carothers and Barrons fails to disclose or suggest at least the above-mentioned features recited in claim 1. Thus, claim 1 is patentable over Carothers and Barrons, taken alone or in combination. Further, claims 9-12 recite similar features as claim 1, and, therefore, are patentable over Carothers and Barrons for reasons similar to those discussed above with respect to claim 1.

The dependent claims 2-8 and 13 are also patentable over Carothers and Barrons for at least the same reasons as their base claim 1.

Accordingly, withdrawal of the rejection is respectfully requested.

#### **Summary**

In accordance with the foregoing, it is respectfully submitted that all outstanding objections and rejections have been overcome and/or rendered moot. Further, all pending claims patentably distinguish over the prior art. There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

Serial No. 10/086,697

If any further fees, other than and except for the issue fee, are necessary with respect to this paper, the U.S.P.T.O. is requested to obtain the same from deposit account number 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: February 29, 2008

By: /Sheetal S. Patel/  
Sheetal Patel  
Registration No. 59,326

1201 New York Avenue, N.W., 7th Floor  
Washington, D.C. 20005  
Telephone: (202) 434-1500  
Facsimile: (202) 434-1501